

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET		Form Approved OMB No. 9000-0002 Expires Oct 31, 2001										
The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.												
PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.												
1. SOLICITATION NUMBER F33657-02-R-6413	2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> <td>a. INVITATION FOR BID (IFB)</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>b. REQUEST FOR PROPOSAL (RFP)</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>c. REQUEST FOR QUOTATION (RFQ)</td> </tr> </table>	<input type="checkbox"/>	a. INVITATION FOR BID (IFB)	<input checked="" type="checkbox"/>	b. REQUEST FOR PROPOSAL (RFP)	<input type="checkbox"/>	c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE 20 SEP 2002 4:00 EST				
<input type="checkbox"/>	a. INVITATION FOR BID (IFB)											
<input checked="" type="checkbox"/>	b. REQUEST FOR PROPOSAL (RFP)											
<input type="checkbox"/>	c. REQUEST FOR QUOTATION (RFQ)											
INSTRUCTIONS NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations 1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7. 2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001. 3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document. 4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications and Withdrawal of Bids" or "Instructions to Offerors - Competitive Acquisition".												
4. ISSUING OFFICE (Complete mailing address, including Zip Code) AFSAC/PKT AREA C BLDG 210 1822 VAN PATTON DR WRIGHT-PATTERSON AFB OH 45433-5337	5. ITEMS TO BE PURCHASED (Brief description) Transportation of 5 Air Rescue and Fire Fighting Vehicles and their associated spares and consumables from the manufacturer's facility in Oshkosh, WI to Montevideo Port, Uruguay.											
6. PROCUREMENT INFORMATION (X and complete as applicable)												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> <td>a. THIS PROCUREMENT IS UNRESTRICTED</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>b. THIS PROCUREMENT IS <u>100</u> % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: <u>488510</u></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.</td> </tr> </table>			<input type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED	<input checked="" type="checkbox"/>	b. THIS PROCUREMENT IS <u>100</u> % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: <u>488510</u>	<input type="checkbox"/>	c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	<input type="checkbox"/>	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.		
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7. ADDITIONAL INFORMATION IMPORTANT NOTICE FOR PREPARATION OF PROPOSALS The entire RFP package should be read by all personnel preparing your proposal. To read only the description/specifications/work statement is not sufficient and may result in your proposal being determined non-responsive. Instructions for preparing your proposal are interspersed throughout the RFP package.												
8. POINT OF CONTACT FOR INFORMATION												
a. NAME (Last, First, Middle Initial) LESLIE E. SMITH		b. ADDRESS (Include Zip Code) See Block 4										
c. TELEPHONE NUMBER (Include Area Code and Extension) 937-257-7298 X4098	d. E-MAIL ADDRESS leslie.smith@wpafb.af.mil											
9. REASONS FOR NO RESPONSE (X all that apply)												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> <td>a. CANNOT COMPLY WITH SPECIFICATIONS</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>b. UNABLE TO IDENTIFY THE ITEM(S)</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>c. CANNOT MEET DELIVERY REQUIREMENT</td> </tr> </table>	<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	c. CANNOT MEET DELIVERY REQUIREMENT	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> <td>d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>e. OTHER (Specify)</td> </tr> </table>		<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	<input type="checkbox"/>	e. OTHER (Specify)
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<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED											
<input type="checkbox"/>	e. OTHER (Specify)											
10. MAILING LIST INFORMATION (X one)												
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.												
11a. COMPANY NAME	b. ADDRESS (Include Zip Code)											
c. ACTION OFFICER												
(1) TYPED OR PRINTED NAME (Last, First, Middle Initial)		(2) TITLE										
(3) SIGNATURE		(4) DATE SIGNED (YYYYMMDD)										

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER F33657-02-R-6413	
DATE (YYYYMMDD) 20 SEP 2002	LOCAL TIME 4:00 EST

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡		RATING DO-A1		PAGE 1 OF 20 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. F33657-02-R-6413		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 21 AUG 2002		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY AFSAC/PKT AFSAC/PKT AREA C BLDG 210 1822 VAN PATTON DR WRIGHT-PATTERSON AFB OH 45433-5337 LESLIE E. SMITH 937-257-7298 X4098 LESLIE.SMITH@WPAFB.AF.MIL				CODE FA8630		8. ADDRESS OFFER TO (If other than Item 7)			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
SOLICITATION									
9. CAUTION - Late Submissions, Modifications, and Withdrawals: See Section L Provision No. 52.214-07 or 52.215-10. All offers are subject to all terms and conditions contained in the solicitation.									
10. FOR INFORMATION CALL: ➡		A. NAME JEFFERY S. SMITH		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 937-257-7298 X4096		C. E-MAIL ADDRESS jeffery.s.smith@wpafb.af.mil			
11. TABLE OF CONTENTS									
(√)	SEC.	DESCRIPTION		PAGE(S)	(√)	SEC.	DESCRIPTION		PAGE(S)
<i>PART I - THE SCHEDULE</i>					<i>PART II - CONTRACT CLAUSES</i>				
√	A	SOLICITATION/CONTRACT FORM		1	√	I	CONTRACT CLAUSES		13
√	B	SUPPLIES OR SERVICES AND PRICES/COSTS		2	<i>PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.</i>				
√	C	DESCRIPTION/SPECS./WORK STATEMENT		6	√	J	LIST OF ATTACHMENTS		20
√	D	PACKAGING AND MARKING		7	<i>PART IV - REPRESENTATIONS AND INSTRUCTIONS</i>				
√	E	INSPECTION AND ACCEPTANCE		8	√	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		K - 1
√	F	DELIVERIES OR PERFORMANCE		9					
√	G	CONTRACT ADMINISTRATION DATA		10					
√	H	SPECIAL CONTRACT REQUIREMENTS		12	√	M	EVALUATION FACTORS FOR AWARD		M - 1
OFFER (Must be fully completed by offeror)									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➡		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %	
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)									
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡				ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0001

Noun: OVERLAND TRANSPORT OF 5 FIRE TRUCKS

ACRN: AA

Contract type: J - FIRM FIXED PRICE

Completion Date: 30 JUN 2003

Descriptive Data:

Five (5) Air Rescue and Fire Fighting Vehicles shall be transported from the manufacturer's facility in Oshkosh, WI to a U.S. ocean port, in accordance with (IAW) the attached Statement of Work (SOW.) The fire trucks shall be moved via tractor-trailer; rail shipment shall not be used.

The period of performance for these services shall begin when the vehicles are completed, (see estimated dates below,) and end at such a date to ensure the vehicles arrive at destination no later than (NLT) 30 June 2003. Offerors should propose an estimated date for each vehicle's arrival at port.

Uruguay T-1500 ARFF Vehicle Completion Plan

<u>Unit</u>	<u>Factory Completion Date</u>
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1	07 Jan 03
---	-----------

2	10 Jan 03
---	-----------

3	14 Jan 03
---	-----------

4	17 Jan 03
---	-----------

5	21 Jan 03
---	-----------

Inspection/acceptance shall be performed by a representative of the cognizant Defense Contract Management Agency (DCMA) office.

The successful offeror shall be required to provide proof of insurance IAW the SOW, and such insurance shall be in effect throughout the period of performance.

ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount

0002

Noun: OVERSEAS TRANSPORT OF 5 FIRE TRUCKS _____
ACRN: AA
Contract type: J - FIRM FIXED PRICE
Completion Date: 30 JUN 2003
Descriptive Data:
Five (5) Air Rescue and Fire Fighting Vehicles shall be transported below-deck via ocean vessel from a designated U.S. port to Montevideo, Uruguay IAW the attached SOW.

Inspection and Acceptance will be performed by DCMDI in Montevideo, Uruguay.

The period of performance for these services shall begin when the vehicles are delivered to the ocean port proposed by the contractor and shall be completed when the vehicles arrive at Montevideo Port, Uruguay, NLT 30 June 2003. Offerors should propose an estimated date(s) for vehicles' arrival at port.

0003

Noun: CONSUMABLES AND SPARES _____
ACRN: AA
Contract type: J - FIRM FIXED PRICE
Completion Date: 30 JUN 2003
Descriptive Data:
Consumables and spare items specified in the attached SOW (para 3.2) shall be transported from the Oshkosh, WI, truck facility to Montevideo, Uruguay by the most efficient and effective means selected by the contractor and in accordance with the SOW.

The period of performance for this CLIN shall begin when the consumables and spares become available, estimated to be 01 Jan 2003 and shall end when the items reach destination, no later than 30 June 2003.

Inspection/acceptance shall be performed by representatives of the cognizant DMCA office and DCMDI in Montevideo, Uruguay.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0004

<i>Noun:</i>	TARIFFS/DUTIES
<i>ACRN:</i>	AA
<i>Contract type:</i>	S - COST
<i>Completion Date:</i>	30 JUN 2003
<i>Descriptive Data:</i>	

The contractor shall obtain any and all tariffs/duties required to coordinate the transportation and shipment of the equipment as specified in the SOW.

The period of performance shall be from 01 Jan 2003 to no later than 30 June 2003.

THIS IS A COST REIMBURSABLE CLIN. Upon completion of this contract, the successful offeror may submit for acceptance to an authorized representative of the cognizant DMCA office an invoice for all reasonable costs associated with this CLIN up to a not-to-exceed amount that will be specified in the contract.

For proposal evaluation purposes only, all offerors shall be assigned a value of \$.00 for this CLIN. However, for informational purposes, offerors are asked to submit an estimate of the cost of the tariff(s) in place on the date/time specified for proposal receipt.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

B001 ESTIMATED COST (FULLY FUNDED) (MAY 1997)

Pursuant to FAR 52.232-20, "Limitation of Cost," SECTION I hereof, the estimated cost is _____ (insert estimated cost.).

Applies to Cost CLIN(s) only.

Applies to Cost CLINs 0004 only.

B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997)

Total Price _____x

Applicable to following Line Items: 0001, 0002, 0003

Applies to Firm-Fixed-Price CLIN(s) only.

Applies to FFP CLINs 0001, 0002 and 0003 only.

B050 ALLOWABLE COST AND PAYMENT (COST CONTRACTS (NO FEE)) (SEP 1997)

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

The total estimated cost of performance is _____

Applicable to following Line Items: 0004

Applies to Cost CLIN(s) only.

Applies to Cost CLINs 0004 only.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

C003 INCORPORATED DOCUMENTS/REQUIREMENTS (APR 1998)

STATEMENT OF WORK

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT
CONTRACT CLAUSES**

5352.247-9011 PACKAGING AND MARKING OF HAZARDOUS MATERIALS (AFMC) (SEP 1998)

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-04 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)
52.246-05 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)
52.246-14 INSPECTION OF TRANSPORTATION (APR 1984)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

E004 MATERIAL INSPECTION AND RECEIVING REPORTS - FMS (JAN 1998)

The contractor shall include the following information in Block 16 of the DD Form 250:

FMS Country
Case Identifier
Special Marking Instructions

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)
Applies to Firm-Fixed-Price CLIN(s) only.
Applies to FFP CLINs 0001, 0002 and 0003 only.
- 52.242-15 STOP-WORK ORDER (AUG 1989)
Applies to Firm-Fixed-Price CLIN(s) only.
Applies to FFP CLINs 0001, 0002 and 0003 only.
- 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
Applies to Cost CLIN(s) only.
Applies to Cost CLINs 0004 only.
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
Applies to FFP CLINs 0001, 0002 and 0003 only.
- 52.247-29 F.O.B. ORIGIN (JUN 1988)
- 52.247-61 F.O.B. ORIGIN -- MINIMUM SIZE OF SHIPMENTS (APR 1984)
- 52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT -- SMALL PACKAGE SHIPMENTS (JAN 1991)

B. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 5352.247-9000 COMMERCIAL BILL OF LADING SHIPMENTS-CARRIER'S RATES (AFMC) (JUL 1997)
- 5352.247-9002 F.O.B. ORIGIN, TRANSPORTATION INSTRUCTIONS (AFMC) (JUL 1997)
Para (b)(1), Cognizant Transportation Officer 'x'
Para (b)(1), CTO area code/phone number 'x'

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
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AA

9711 X8242 UY02 4FX 47E2 CEAIUY 000000 00000 002000 503000 F03000

Descriptive data:

FMS Case: UY-D-EAI/002

DCN: DUY00521277600

INVOICE INSTRUCTIONS:

The contractor shall submit an original invoice and three copies to AFSAC/GBSS (Attn: Linda Lee,)

1822 Van Patton, WPAFB, OH 45433-5337. The invoice must include:

- (1) Name and address of the contractor.
- (2) Invoice date. (Contractors are encouraged to date invoices as close as possible to the date of mailing or transmission.)
- (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (6) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (7) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (8) Any other information or documentation required by the contract.

NO CLAUSES OR PROVISIONS IN THIS SECTION

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

H025 INCORPORATION OF SECTION K (OCT 1998)

Section K of the solicitation is hereby incorporated by reference.

H033 SOLICITATION NUMBER (APR 1998)

Solicitation Number: F33657-02-R-6413

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Database_Version: 5.0.x.400; Issued: 8/8/2002; Clauses: ; FAR: FAC 2001-08; DFAR: DCN20020531; DL: DL 98-021; Class Deviations: CD 2002o0003; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 97-8; AFAC: AFAC 96-5; IPN: 98-009

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01	DEFINITIONS (DEC 2001)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
52.213-01	FAST PAYMENT PROCEDURE (FEB 1998)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.216-07	ALLOWABLE COST AND PAYMENT (FEB 2002) <i>Applies to Cost CLIN(s) only.</i>
<i>Applies to Cost CLINs 0004 only.</i>	
52.216-11	COST CONTRACT -- NO FEE (APR 1984) <i>Applies to Cost CLIN(s) only.</i>
<i>Applies to Cost CLINs 0004 only.</i>	
52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.222-03	CONVICT LABOR (AUG 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-29	NOTIFICATION OF VISA DENIAL (FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.223-03	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) Para (b), Material Identification No: '3% Aqueous Film Forming Foam (AFFF) and Purple K Dry Chemical Extinguishing Agent'
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.227-01 AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.228-07 INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
Applies to Cost CLIN(s) only.
Applies to Cost CLINs 0004 only.
52.228-09 CARGO INSURANCE (MAY 1999)
Para (a), Cargo liability insurance (dollar amount) per vehicle "
Para (a), Dollar amount to cover the total value of the property in the shipment '\$1,800,000.00'
Para (b), Name of contracting agency 'AFSAC/PKT'
Para (b), Name of contracting agency 'AFSAC/PKT'
Para (b), Name of contracting agency 'AFSAC/PKT'
Para (c)(1), Name of contracting agency 'AFSAC/PKT'
Para (c)(2), Name of contracting agency 'AFSAC/PKT'
52.229-03 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
Applies to Firm-Fixed-Price CLIN(s) only.
Applies to FFP CLINs 0001, 0002 and 0003 only.
52.229-05 TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
Applies to FFP CLINs 0001, 0002 and 0003 only.
52.229-06 TAXES -- FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)
Applies to Firm-Fixed-Price CLIN(s) only.
Applies to FFP CLINs 0001, 0002 and 0003 only.
52.229-08 TAXES -- FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)
Para (a), Name of foreign government is 'Uruguay'
Para (a), Name of country is 'Uruguay'
Applies to Cost CLIN(s) only.
Applies to Cost CLINs 0004 only.
52.232-01 PAYMENTS (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
Applies to FFP CLINs 0001, 0002 and 0003 only.
52.232-04 PAYMENTS UNDER TRANSPORTATION CONTRACTS AND TRANSPORTATION-RELATED SERVICES CONTRACTS (APR 1984)
52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
Applies to Firm-Fixed-Price CLIN(s) only.
Applies to FFP CLINs 0001, 0002 and 0003 only.
52.232-11 EXTRAS (APR 1984)
52.232-17 INTEREST (JUN 1996)
52.232-20 LIMITATION OF COST (APR 1984)
Applies to Cost CLIN(s) only.
Applies to Cost CLINs 0004 only.
52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25 PROMPT PAYMENT (FEB 2002)
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-01 DISPUTES (JUL 2002)
52.233-03 PROTEST AFTER AWARD (AUG 1996)
Applies to Firm-Fixed-Price CLIN(s) only.
Applies to FFP CLINs 0001, 0002 and 0003 only.
52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
Applies to Cost CLIN(s) only.
Applies to Cost CLINs 0004 only.

- 52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
Applies to Cost CLIN(s) only.
Applies to Cost CLINs 0004 only.
- 52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
Applies to Cost CLIN(s) only.
Applies to Cost CLINs 0004 only.
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
Applies to FFP CLINs 0001, 0002 and 0003 only.
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE IV (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
Applies to FFP CLINs 0001, 0002 and 0003 only.
- 52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)
Applies to Cost CLIN(s) only.
Applies to Cost CLINs 0004 only.
- 52.244-02 SUBCONTRACTS (AUG 1998)
Para (e), approval required on subcontracts to: 'n/a'
Para (k), Paragraphs (d) and (f) of this clause do not apply to the following subcontracts which were evaluated during negotiations: 'n/a'
Applies to Firm-Fixed-Price CLIN(s) only.
Applies to FFP CLINs 0001, 0002 and 0003 only.
- 52.244-02 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)
Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'to be determined'
Para (k), the following subcontracts which were evaluated during negotiations: 'to be determined'
Applies to Cost CLIN(s) only.
Applies to Cost CLINs 0004 only.
- 52.244-05 COMPETITION IN SUBCONTRACTING (DEC 1996)
Applies to Cost CLIN(s) only.
Applies to Cost CLINs 0004 only.
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)
- 52.246-20 WARRANTY OF SERVICES (MAY 2001)
Para (b), Period of time is 'within 30 days of the date of acceptance by the Government'
Applies to Firm-Fixed-Price CLIN(s) only.
Applies to FFP CLINs 0001, 0002 and 0003 only.
- 52.246-23 LIMITATION OF LIABILITY (FEB 1997)
- 52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
- 52.247-01 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- 52.247-03 CAPABILITY TO PERFORM A CONTRACT FOR THE RELOCATION OF A FEDERAL OFFICE (APR 1984)
- 52.247-05 FAMILIARIZATION WITH CONDITIONS (APR 1984)
- 52.247-07 FREIGHT EXCLUDED (APR 1984)
- 52.247-09 AGREED WEIGHT -- GENERAL FREIGHT (APR 1984)
- 52.247-10 NET WEIGHT -- GENERAL FREIGHT (APR 1984)
- 52.247-12 SUPERVISION, LABOR, OR MATERIALS (APR 1984)
- 52.247-14 CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT (APR 1984)
- 52.247-15 CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING (APR 1984)
- 52.247-16 CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERED FREIGHT (APR 1984)
- 52.247-18 MULTIPLE SHIPMENTS (APR 1984)
- 52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)
- 52.247-22 CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS (APR 1984)
- 52.247-24 ADVANCE NOTIFICATION BY THE GOVERNMENT (APR 1984)

- 52.247-27 Number of hours is 'via a Notice of Availability, preferably within 72 hours'
CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)
- 52.247-28 CONTRACTOR'S INVOICES (APR 1984)
- 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL
SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
Applies to Cost CLIN(s) only.
Applies to Cost CLINs 0004 only.
- 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP
1996)
Applies to Firm-Fixed-Price CLIN(s) only.
Applies to FFP CLINs 0001, 0002 and 0003 only.
- 52.249-04 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT
FORM) (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
Applies to FFP CLINs 0001, 0002 and 0003 only.
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
Applies to Cost CLIN(s) only.
Applies to Cost CLINs 0004 only.
- 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) - ALTERNATE I (APR
1984)
Applies to Firm-Fixed-Price CLIN(s) only.
Applies to FFP CLINs 0001, 0002 and 0003 only.
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
Applies to Cost CLIN(s) only.
Applies to Cost CLINs 0004 only.
- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (MAR 1999)
- 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
- 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER
THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
- 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE
GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
- 252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)
- 252.223-7001 HAZARD WARNING LABELS (DEC 1991)
- 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)
- 252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (APR 2002)
- 252.225-7009 DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND
COMPONENTS) (AUG 2000)
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2002)
- 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (DEC 2000)
- 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (MAR 1998)
Para (b)(1), Sales to the Government(s) of: 'Uruguay'
- 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
- 252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)
- 252.225-7042 AUTHORIZATION TO PERFORM (JUN 1997)
- 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
OUTSIDE THE UNITED STATES (JUN 1998)
Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from:
'HQ AFSFC.SFPT; DSN 473-0927/0928 or commercial 210-671-0927/0928'

- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS (SEP 2001)
252.228-7003 CAPTURE AND DETENTION (DEC 1991)
252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)
252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 1997)
252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
Applies to Firm-Fixed-Price CLIN(s) only.
Applies to FFP CLINs 0001, 0002 and 0003 only.
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (MAY 1996)
Para (d), Substances are 'none'

D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 5352.228-9001 INSURANCE CLAUSE IMPLEMENTATION (AFMC) (JUL 1997)
Applies to Cost CLIN(s) only.
Applies to Cost CLINs 0004 only.
5352.231-9001 SEGREGATION OF COSTS (AFMC) (JUL 1997)
CLINs '0001, 0002, 0003, 0004 and 0005'
5352.237-9000 EMPLOYEE QUALIFICATION (AFMC) (JUL 1997)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.219-04 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	4	05 AUG 2002	STATEMENT OF WORK, URUGUAYAN FIRE TRUCKS TRANSPORT

STATEMENT OF WORK (SOW) 05 Aug 2002

1.0 Identification of Responsible Parties:

- 1.1 Receiving Activity: Uruguayan Air Force (FAU), Direccion General de Infraestructura Aeronautica (Aeronautical Infrastructure--Civil Aviation)
- 1.2 Contracting Activity: Air Force Security Assistance Center (AFSAC)
- 1.3 Contractor: The vendor or "shipping contractor," selected to complete this SOW
- 1.4 Equipment Manufacturer: Oshkosh Truck Corporation

2.0 General Objective: The Direccion General de Infraestructura Aeronautica (DGIA), Uruguayan Air Force (FAU), through the foreign liaison officer (FLO) at AFSAC, requested purchase of all services required for transportation, shipment, and insurance of the equipment, specified in Paragraph 3, from the point of origin (Para. 4), to the point of destination (Para. 5). This equipment is critical to support fire suppression capability at the international airport at Montevideo, Uruguay, and other facilities as necessary, under the supervision of the DGIA. Specifications required by the FAU and DGIA are listed in paragraph 6. and cannot be waived without their specific written authorization and that of the AFSAC contracting officer (CO).

3.0 Equipment to be Shipped:

- 3.1 T1500 ARFF Crash/Fire Rescue Vehicles, Qty 5 each, Mfr: Oshkosh Truck Corporation, Self-Propelled, On-Wheels (210" wheel base), Including Hazardous Nitrogen (UN1066, Class 2.2) and 5 spare tires, each size 54" x 54" x 28" (47 cu. ft.), Total Replacement Insurance Value: \$1,800,000.

Dimensions: 375" x 115" x 145" (drawings available upon request);

Weight: Front GAW 13,175 lb (6,000 kg); Rear GAW 17,725 lb (8,072 kg);

Total 30,900 lb (14,072 kg) each vehicle (less expendable agent);

- 3.2 Associated Spares and Consumables, Total Replacement Insurance Value: \$35,000, consisting of:

- a. ANSULITE 3% Aqueous Film Forming Foam (AFFF) (AFC-5-A), Qty 11 pallets; Size 42" x 42" x 51" (52 cu. ft.), 1,125 lb. each pallet
Material Safety Data Sheet (MSDS) is available upon request
- b. Purple-K Dry Chemical Extinguishing Agent, Qty 2 pallets; Size 42" x 42" x 51" (52 cu. ft.), 1,590 lb. each pallet
MSDS is available upon request
- c. Spare Parts; Qty 2 pallets; Size 42" x 42" x 51", approx. 1,000 lb. each pallet

4.0 Point of Origin:

Oshkosh Assembly Plant
2307 Oregon Street
Oshkosh, Wisconsin 54902
AVAILABILITY: January 2003

5.0 Point of Destination:

Port of Montevideo, Uruguay
ARRIVAL: NLT 30 June 2003
Mark For: Uruguayan Air Force, Direccion General de Infraestructura Aeronautica (DGIA)

- 1. Camino Carrasco 5519; Canelones, Uruguay
ATTN: Lt Col Fernando Montero (011-5892) 604-0352

6.0 Work Specifications: The shipping contractor shall accomplish the objective specified in Paragraph 2 of this SOW. Tasks required shall include, but are not necessarily limited to:

6.1 Tariffs, Licences, and Certificates, etc. The shipping contractor shall obtain all tariffs and certificates necessary to effectively coordinate transportation, shipment, and insurance of equipment, specified in Paragraph 3, from the equipment manufacturer (Para. 4) in the U.S. to the point of destination (Para. 5).

- a. The shipping contractor shall possess the relevant export license required for shipment of the equipment, specified in Paragraph 3.
- b. The shipping contractor shall possess a DSP Form 94 (for export shipment).
- c. The shipping contractor shall possess a shipper's export declaration (SED).
- d. The shipping contractor shall ensure all pier charges and customs procedures are satisfied.

6.2 Overland U.S. Transportation. The shipping contractor shall coordinate and purchase transportation and insurance services required for movement of the equipment, specified in Paragraph 3, from the equipment manufacturer (Para. 4) to a U.S. ocean port.

- a. The equipment, specified in Para. 3.1, shall be moved by truck/tractor and trailer ('Low-Boy' preferred) over land (rail shipment shall not be used).
- b. The equipment, specified in Para. 3.2, shall be moved by the most efficient and effective means as perceived by the shipping contractor.

6.3 Overseas Shipping. The shipping contractor shall coordinate and purchase shipment and insurance services required for movement of the equipment, specified in Paragraph 3, from the U.S. ocean port to the point of destination (Para. 5).

- a. The equipment, specified in Para. 3.1, shall be shipped 'under-deck' (Ro-Ro service preferred) from U.S. port to Montevideo Port, Uruguay.
- b. The shipping contractor shall certify that the shipment is certified to International Maritime Dangerous Goods (IMDG) standards
- c. Shipment via U.S. flagged carrier is not required.

6.4 Insurance. The shipping contractor shall obtain insurance at the full replacement values for all equipment shipped and specified in Paragraph 3.

6.5 Experience and Competency. The shipping contractor shall have comprehensive knowledge and experience in international shipping requirements.

- a. This shall be demonstrated by submission of prospectus or advertising circular, to accompany the response to the solicitation for quote.
- b. The names of satisfied customers and their relevant contact information may be provided for reference.
- c. These materials shall be passed along to the country representatives to aid in the technical analysis of each bid received and the competency evaluation of each respondent.

6.6 Other Requirements.

- a. No more than 50 miles shall be added to the odometer of each fire/rescue vehicle to complete the services specified in this statement of work.
- b. The contractor shall allow U.S. Government personnel or Uruguayan foreign national personnel access to the equipment for visual inspection at the origin, U.S. port, or overseas port, if requested.

c. If the equipment is available earlier than January 2003, arrangements for shipment are requested as soon as possible but at no additional cost to the government.

7.0 Additional Requirements:

7.1 A technical analysis of each bid and competency evaluation of each respondent shall be completed by the AFSAC representatives, in coordination with the country representatives.

7.2 If required, language interpreter support shall be provided by Uruguayan personnel.

7.3 The cognizant CO (DCMA-Milwaukee), working with the equipment manufacturer at the point of origin (Para. 8.3), shall ensure a notice of availability (NOA) is sent to the AFSAC representative and the shipping contractor selected.

7.4 The cognizant CO (DCMA-Milwaukee) shall ensure a DD Form 250 or equivalent is provided to the shipping contractor and a copy sent to the AFSAC representatives.

7.5 A representative from AFSAC shall ensure that a copy of the Letter of Offer and Acceptance (LOA) is sent to the shipping contractor (authority required for FMS shipments).

8.0 Point of Contacts:

8.1 AFSAC Representatives. The following individuals represent Uruguayan Air Force (FAU) interests on behalf of the U.S. government and shall coordinate contract modifications, funding requirements, or any questions to be addressed to the FAU:

Air Force Security Assistance Center (AFSAC)
1822 Van Patton Drive
Wright Patterson AFB, OH 45433

Ms. Leslie Smith, Contract Negotiator, AFSAC/PKT
E-Mail: leslie.smith@wpafb.af.mil
Phone: (937) 257-7298, Ext. 4098, FAX: (937) 656-1896
Mr. Jeffrey Smith, Contracting Officer (CO), AFSAC/PKT
E-Mail: jeffery.smith@wpafb.af.mil
Phone: (937) 257-7298, Ext. 4096, FAX: (937) -656-1896

Capt Robert D. Sandoval, Command Country Manager (CCM), AFSAC/GBSS
E-Mail: robert.sandoval@wpafb.af.mil
Phone: (937) 257-8188, Ext. 4018, FAX: (937) 257-0825

Major Richard Kelley, SOUTHCOM Branch Chief, AFSAC/GBSS
E-Mail: richard.kelley2@wpafb.af.mil
Phone: (937) 257-8188, Ext. 4018, FAX: (937) 656-1672

8.2 Uruguayan Air Force (FAU) Representatives. The following individuals are authorized to respond to questions, on behalf of the FAU or their Aeronautical Infrastructure (DGIA), regarding this shipment:

Lt Col Yamandú Perrone, Uruguayan Foreign Liaison Officer (FLO)
5490 Pearson Road

Wright-Patterson AFB, OH 45433
Phone: (937) 656-1631, FAX: (937) 656-

Col Carlos G. Sosa, Uruguayan Air Force Acquisition Chief
Comando General de la Fuerza Aérea
Cno. Pedro de Mendoza 5553
Montevideo, 12400 Uruguay
Phone: (011-5982) 222-4400, FAX: (011-5982) 227-4574

8.3. Equipment Manufacturer Representatives. The following individuals are authorized to respond to questions, on behalf of the equipment manufacturer, regarding this shipment:

Mr. Robert Hutkowski, Contracting Officer (CO)
E-Mail: rhutkowski@dscp.dla.mil
Heavy Equipment Procurement Program, DSCP-IDDA
700 Robbins Avenue
Philadelphia, PA 19111-5096
Phone: (215) 737-7350, FAX: (215) 737-7269

Mr. Thomas G. Cihowiak, ARFF Vehicles Product Manager
E-Mail: tcihowiak@oshtruck.com
Oshkosh Truck Corporation
2307 Oregon Street
P.O. Box 2566
Oshkosh, Wisconsin 54903-2566
Phone: (920) 233-9400, FAX: (920) 233-9670

9.0 Period of Performance: Period of performance shall begin from award of contract until all equipment, specified in paragraph 3, is delivered to the point of destination, specified in paragraph 5, but no later than 30 June 2003.

10.0 Modifications: No portion of this SOW can be changed without prior approval by the AFSAC representatives listed in paragraph 8, specifically the CO and CCM.

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)
52.225-02 BUY AMERICAN ACT CERTIFICATE (MAY 2002)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A
TERRORIST COUNTRY (MAR 1998)

C. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

5352.215-9000 REPRESENTATIONS AND CERTIFICATIONS (AFMC) (JUL 1997)
Buying activity address is 'Air Force Security Assistance Center (AFSAC/PKT)
Area C, Building 210
1822 Van Patton Drive
Wright-Patterson Air Force Base, Ohio 45433'

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision ____ (insert full name of person(s) in the offeror's organization responsible for

determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Applies to Firm-Fixed-Price CLIN(s) only.

Applies to FFP CLINs 0001, 0002 and 0003 only.

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION) (APR 1991)

(Applicable only to this instant procurement, not to 'any' contract, and only if proposal or resultant contract is in excess of \$100,000).

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

**52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has ☐ has not ☐ within a three-year period preceding this officer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous

certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-06 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county, zip code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
-----	-----
-----	-----

52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 488510.

(2) The small business size standard is \$6 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]
The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.-

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

____ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

____ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

____ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

____ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.204-06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)
52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)
Rated Order: 'DO'
52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)
52.215-05 FACSIMILE PROPOSALS (OCT 1997)
Para (c), Telephone number for receiving facsimile equipment: '937-656-1896'
52.216-01 TYPE OF CONTRACT (APR 1984)
Type of contract is 'Fixed Price'
52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)
52.233-02 SERVICE OF PROTEST (AUG 1996)
Para (a) Official or location is 'AFSAC/PKT, 1822 Van Patton, WPAFB OH 45433'
52.237-08 RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (OCT 1995)
52.247-06 FINANCIAL STATEMENT (APR 1984)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

C. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

5352.215-9016 ACQUISITION OMBUDSMAN (AFMC) (JUL 1997)
Ombudsman's name is 'Michael Higgins'
Ombudsman's telephone number is '937-255-6005'
5352.244-9001 REQUEST FOR DELETION OF ADVANCE NOTIFICATION/CONSENT REQUIREMENT
FOR SUBCONTRACTS (AFMC) (JUL 1997)
Applies to Cost CLIN(s) only.
Applies to Cost CLINs 0004 only.

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. OTHER SOLICITATION PROVISIONS IN FULL TEXT

L011 APPLICABLE CLAUSES (MAY 2002)

The appropriate clauses to be included in the contract will be determined based on Offeror's response to the Section K representations.

(a) Patent Rights. If the Offeror is a small business firm or nonprofit organization, then FAR 52.227-11, PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM), DFARS 252.227-7034, PATENTS - SUBCONTRACTS, and DFARS 252.227-7039, PATENTS - REPORTING OF SUBJECT INVENTIONS will be used in Section I. Otherwise, FAR 52.227-12, PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM), will be included in Section I consistent with FAR Part 27.

(b) Cost Accounting Standards. Section I of this solicitation may contain the three Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, 52.230-5, and/or 52.230-6. The resultant contract will contain only those clauses required based on the Offeror's response to the Section K certification titled Cost Accounting Standards Notices and Certification (National Defense).

(c) State of New Mexico. Section I of this solicitation may contain the clause at FAR 52.229-10, STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX. The resultant contract will contain this clause only if performance is in whole or in part within the State of New Mexico and the contract directs or authorizes the contractor to acquire property as a direct cost under the contract.

(d) Educational institutions and nonprofit organizations. If a cost-reimbursement type contract is contemplated and the offeror is an educational institution, paragraph (a) of the clause at FAR 52.216-7, Allowable Cost and Payment shall be altered in the resultant contract to refer to FAR Subpart 31.3 for determining allowable costs. Similarly, if the offeror is a nonprofit organization (other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A-122), paragraph (a) of the clause at FAR 52.216-7 shall be altered to refer to FAR Subpart 31.7. In addition, if the offeror is an educational institution, DFARS 252.209-7005, MILITARY RECRUITING ON CAMPUS, will be added to Section I of the resultant contract.

(e) Subcontracting Plan. If the offeror has a comprehensive subcontracting plan under the test program described in 219.702(a), DFARS 252.219-7004, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) and AFMCFARS 5352.219-9002, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (AFMC) will be used in Section I in lieu of FAR 52.219-9, FAR 52.219-10, FAR 52.219-16, DFARS 252.219-7003, and AFMCFARS 5352.219-9000.

L029 DETERMINATION OF COMPETITIVE RANGE (FEB 1997)

a. Pursuant to FAR 15.306, the Contracting Officer's determination of competitive range of proposals submitted as a result of this solicitation will consider such criteria as technical evaluation/ranking of the proposal, initial cost/ price proposed, and other items set forth in Section M of this solicitation. See the Section M paragraph entitled "Evaluation Criteria," for a definitive listing of these criteria and their relative importance.

b. Offerors are hereby advised that only those proposals determined to have a reasonable chance for award of a contract will be included in the competitive range. While every effort will be made to maintain strong competition, the Contracting Officer will also look to eliminate time consuming and unnecessary discussions with those offerors whose proposals have no reasonable chance for award. This procedure is considered beneficial to both the Air Force and the offerors involved since, in addition to saving further expenditure of resources, acquisition lead time should be reduced.

c. Accordingly, offerors should submit initial proposals on their most favorable terms, from both a technical and cost/price standpoint. Again, it should be noted that proposals will not be included in the competitive range solely on the basis of technical acceptability, nor will they be included due to cost/price considerations alone.

d. Offerors whose proposals are not included in the competitive range will be notified as soon as practicable. Additional information relative to such proposals will be provided through debriefing of unsuccessful offerors.

L045 ACCESS TO AIR FORCE COMPUTER SYSTEMS (MAR 1999)

If performance under this contract will require access to Air Force computer systems (stand alone or networked), compliance with Air Force Instruction (AFI) 33-119 and Air Force Systems Security Instruction (AFSSI) 5027 is mandatory. It should be noted that such access requires, at a minimum, a National Agency Check or Entrance National Agency Check in accordance with DoD 5200.2-R, Personal Security Program. Offerors should make themselves familiar with local procedures for processing such requirements, and be prepared to be in compliance on the first day of contract performance. Failure to comply with this requirement may be considered a failure to perform.

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- 52.247-20 ESTIMATED QUANTITIES OR WEIGHTS FOR EVALUATION OF OFFERS (APR 1984)
Origin, destination and estimated quantity(s) or weight(s) for evaluation of offers are '5 Air
Rescue and Fire Fighting Vehicles @ 30,900 lbs each
11 pallets ANSULITE 3% @ 1,125 lbs each
2 pallets Purple-K Dry Chemical @ 1,590 lbs each
2 pallets spare parts, approx. 1,000 lbs each
- 52.247-47 all items to ship from origin at Oshkosh WI to Montevideo Port, Uruguay'
EVALUATION -- F.O.B. ORIGIN (APR 1984)

B. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

- 5352.214-9001 AWARD-ALL OR NONE BASIS (AFMC) (AUG 1998)
Appropriate FAR clause '52.215-1'

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

OTHER SOLICITATION PROVISIONS IN FULL TEXT

M002 EVALUATION CRITERIA (FEB 1997) (TAILORED)

Award will be made on the basis of the lowest evaluated price of proposals that meet the acceptability standards for Mission Capability and Past Performance.

Evaluation Factors and Subfactors

a. Mission Capability

1. Completeness--Proposal provides all necessary elements of the Request for Proposal.
2. Understanding of requirement--Proposal adequately addresses issues and concerns in the Statement of Work.
3. Competency--Proposal includes a prospectus, advertising circular or narrative that demonstrates knowledge and experience in international freight transportation.

b. Past Performance

1. Proposal includes names and contact information of at least two recent, relevant contracts.

All Mission Capability and Past Performance subfactors are equal in importance, except that offerors without a record of relevant past performance will not be evaluated favorably or unfavorably but will receive a neutral rating for Past Performance. All subfactors must be rated acceptable (or neutral for Past Performance, if applicable) for the proposal to meet the non-cost acceptability standards.

c. Price

Proposals will be evaluated to ensure realism, reasonableness, and completeness. The government may use cost information furnished by other government sources or an independent cost estimate in evaluating the realism and/or reasonableness of the proposed cost/price in addition to the cost and/or pricing data submitted with the proposal. The evaluation of realism will assess the compatibility of the proposed costs and the scope of the effort;

reasonableness will be evaluated based upon the acceptability of the estimating methodology; and completeness will be evaluated on the basis of the proposal's responsiveness in providing all RFP requirements, traceability of estimates, and the sufficiency of information to enable Government review.

Mission Capability and Past Performance subfactors, when combined, are significantly more important than price; however, lowest evaluated price will be the deciding factor in the award decision.